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09/09/2010 at 12:41 PM,

JEFFREY K BARTON, CLERK OF COURT

**CERTIFICATE OF AMENDMENTS TO
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS, RIGHTS, LIMITATIONS AND RESTRICTIONS
FOR
CRYSTAL FALLS OF VERO**

THE UNDERSIGNED, being the President and Secretary of **Crystal Falls Property Owners' Association, Inc.**, a Florida non-profit corporation, hereby certify that at a duly called meeting of all of the owners of lots in the above-named association, held on the 6th day of February, 2010, in accordance with the requirements of Florida law, and of the Declaration of Covenants, Conditions, Easements, Rights, Limitations and Restrictions for **Crystal Falls of Vero**, as originally recorded in Official Record Book 1515, beginning at Page 0001, Public Records of Indian River County, Florida, not less than sixty-six percent (66%) of the entire membership of the Board of Directors and by not less than sixty-six percent (66%) of the entire membership of the Association affirmatively voted to amend the Declaration of Covenants, Conditions, Easements, Rights, Limitations and Restrictions as hereinafter set out.

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Covenants, Conditions, Easements, Rights, Limitations and Restrictions, and any previously amended Paragraphs, Sections, Items, etc. contained herein, shall be amended to read as follows:

I. Article II, Page 3, Paragraph 6 shall be amended to read as follows:

(6) Construction: All house plans and landscape plans must be submitted and approved, in writing, before any construction takes place. All construction shall be governed and controlled by the Architectural Control Committee, as described in Article V hereof. No used materials shall be permitted in the construction of any Structure. Only new materials shall be utilized to construct Structures within the Development, including Residences. No vinyl siding will be

permitted. All construction shall be completed within one year from the commencement date of construction. All exterior walls shall have a minimal height of nine feet and four inches (9'4"). Soffits shall have a minimal size of twenty-four inches (24"). The color of external materials will generally be subdued to blend with the colors of the natural landscape. Earth tones, generally muted, are recommended, although occasionally accent colors used judiciously and with restraint may be permitted. Exterior surfaces will be materials that blend with and are compatible with the natural landscape. All roofs shall be constructed of one of the following: architectural type roofing three (3) dimensional type shingles or their equivalent, cement tile, tin, or its equivalent. The roof-pitch for any building Structure shall be a minimum of 6 feet in 12 feet. Domes and other such offensive structures are forbidden. Air conditioning units, wired generators, irrigation pumps and filters must be screened by fences, walls or landscaping so as not to be seen from the street or adjacent property and must be submitted, in writing, to the Architectural Control Committee for approval.

II. Article II, Page 5, Paragraph 14 shall be amended to read as follows:

(14) Noxious or Offensive Activities, Lighting, Noise: No noxious or offensive activity (Nuisance) shall be permitted on any Lot. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare for any other Lot owner.

III. Article II, Page 5, Paragraph 17 shall be amended to read as follows:

(17) Landscape: No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot. Twenty (20%) of the existing natural vegetation on the Lot must remain when clearing the Lot in accordance with Indian River County standards set forth in LDP. Upon the construction of any dwelling Structure on a Lot, the entire Lot, excluding areas where a Structure is located, shall be completely landscaped. All landscaping shall be properly watered, manicured, and cared for to ensure a healthy yard. All sod shall be of the Floratam variety. All Lots, once improved with a Residence and landscaping, shall have installed an irrigation system sufficient to water and service the landscaping and sod. A minimum sum of \$3,000.00 shall be expended by the Owner for landscaping, exclusive of the cost of sod and mulch, which shall, at a minimum, include two oak trees having a minimum trunk diameter three (3) inches from the root system and not less than ten (10) feet in height. One (1) oak tree shall be planted between the street and the house centered between the property lines (to be planted in the front yard of any home on a corner). Owners of Lots fronting on the main large lake must sod and maintain sod and landscaping in the maintenance easement areas as well as to the water line on their respective lot lake frontages. All landscaping plans must be

submitted, in writing, to and approved by the Architectural Control Committee prior to construction. No trees larger than six inches (6") in diameter shall be removed without the written permission of the Architectural Review Committee. Additionally, no clearing of any lot shall be permitted without the written permission of the Architectural Review committee. The Committee may require surveys and/or drawings in addition to other documentation of the plant life existing on the property.

IV. Article VII, Page 10, Paragraph 7 shall be amended to read as follows:

(7) No sign of any kind shall be displayed to the public view on any Lot with the exception of:
1.) one sign of not more than one (1) square foot advertising the Lot or home for sale or rent, and
2.) signs used by approved model home builder(s) during the construction and sales period of a 'spec' home, said signs not to exceed four (4) square feet. Signs by parties other than the contractor completing the home (e.g. subcontractors, pool builders, etc.) are prohibited. Signs must be approved as required herein. No flags, or other attention getting devices are permitted on the property.

V. Article VII, Page 11, Paragraph 10 shall be amended to read as follows:

(10) The overnight parking or storage of recreational vehicles, motor homes, campers, boats, trailers of any type, or trucks of any nature larger than one (1) ton capacity shall not be allowed to park on any right-of-way or Lot unless enclosed in a garage. No commercial trucks (pick-up or otherwise) including, but not limited to, those that have been altered to be utilized for commercial purposes (i.e. adding racks, signs, storage areas, ladders, etc.) shall be allowed to park on any right-of-way or Lot unless enclosed in a garage.

X. Article VII, Page 12, Paragraph (16)vi shall be amended to read as follows:

(16) vi. No fences, hedges, dog houses, sheds, structures of any kind, vehicles, or boats, shall be placed or maintained within the 25' Lake Maintenance Easement. Any pre-existing structures shall be removed by the adjacent property owner.

IN WITNESS WHEREOF, the undersigned President of the Association has executed this Certificate of Amendment to Declaration of Covenants, Conditions, Easements, Rights, Limitations, and Restrictions this 23 day of AUGUST, 2010.

ATTEST:

CRYSTAL FALLS PROPERTY OWNERS

ASSOCIATION, INC.

By: *Robert Borelli*

President

STATE OF FLORIDA)

) ss:

COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared ROBERT BORELLI, the President of Crystal Falls Property Owners Association, Inc., who has produced DRIVERS LICENSE Drivers License or who is personally known to me to be the person described in the foregoing instrument and who has acknowledged before me that he executed the same for the purposes therein set forth for and on behalf of said corporation.

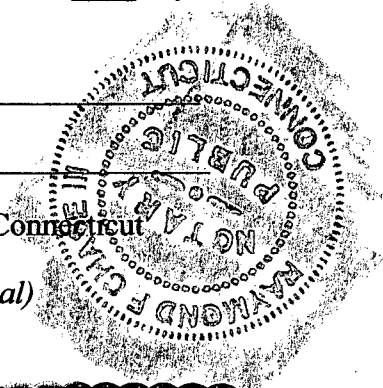
WITNESS my hand and official seal in the state and county last aforesaid this 23 day of August, 2010.

Raymond F Chase III

Printed name: _____

Notary Public, State of Connecticut

(Affix Seal)



Certificate of Amendment to Declaration of Covenants, Conditions, Easements, Rights, Limitations, and Restrictions of Crystal Falls of Vero

